more than the actual value of its real estate. And since the state statutes provide for no undervaluation of real estate by those assessing, the objection that this construction of the statute is in violation of the Constitution of the United States, guaranteeing to every one the equal protection of the laws, will not be upheld unless it be alleged and proven that there is an habitual violation of the law by undervaluation. *People ex rel. Clearing House* v. *Barker,* supra.

TORTS—LIABILITY FOR INJURIES BY BEES—TRESPASS.—Plaintiff brought an action of trespass to recover the value of two mules which he alleged had died from the effects of bites and stings inflicted by the defendant's bees. *Held,* a nonsuit was proper since the defendant's liability, if any, rested upon his negligence. *Petey Mfg. Co.* v. *Dryden* (1904), — Del. —, 62 Atl. Rep. 1056.

Bees have caused the courts no little trouble when called upon to determine the liability of the owner for injuries done by them. From their very nature, they must wander; while classified as ferae naturae, yet they approach very near to ferae domesticae. The leading case in this country is *Earl* v. *Van Alstine,* 8 Barb. 630. In that case, the court discusses the general principles on which the owners of animals should be held liable and concludes that, in every case, the liability, if any, should be based on negligence. As to animals having a *propensity* to do harm, negligence is conclusively presumed from the injury itself—the owner keeps them at his peril. In the case of animals not having such propensity, among which the court places bees, the owner is liable only after notice of the beast's wild or ferocious tendencies; but proof of notice of itself makes out a case of actionable negligence. The authorities agree that the proper ground of liability is negligence. HOLMES COM. LAW, 22; 2 JAGGARD, TORTS, 853; *May et ux.* v. *Burdett,* 9 Adol. & El. N. S. 101; *Earl* v. *Van Alstine,* supra. In *May* v. *Burdett* the owner was held liable for an injury caused by the bite of a monkey, no negligence having been charged. Judge Cooley in discussing this case says: "But admitting the prima facie case, may not the keeper show that the animal was kept by him with due care and for some commendable purpose, and that he escaped under circumstances free from fault in him? * * * A very high degree of care is demanded of those who have these in charge, but if, notwithstanding such care, they are enabled to commit mischief, the case should be referred to the category of accidental injuries, for which a civil action will not lie." COOLEY, TORTS (2nd Ed.), 411. As applied to bees, this view is no doubt correct, but public safety seems to demand that the owner of savage or ferocious beasts must, at his peril, keep them from doing harm. The whole subject is very fully discussed in INGHAM, THE LAW OF ANIMALS, §§92-97.

WATER COMPANIES—RULES—TERMINATION OF SUPPLY—REMEDY.—A private water company, under a rule that if water rents remained unpaid ten days after due the water might be turned off from the premises, and it should not be turned on again until the back rent was paid, threatened to turn off the water from the complainants' premises unless they paid the back

rent due from their grantor for water furnished to the premises. At the time they obtained the property complainants knew nothing of the non-payment of water rents by their grantor. On suit to restrain the company from cutting off the water supply from the premises, *held,* that an injunction should be allowed. *McDowell et al.* v. *Avon-by-the-Sea Land & Improvement Co.* (1906), — N. J. Eq. —, 63 Atl. Rep. 13.

A water company has the right to prescribe all such rules and regulations for its convenience and security as are reasonable and just, and to refuse to furnish water to any person who declines to comply with them. *American Water Co.* v. *State,* 46 Neb. 194; *Watauga Water Co.* v. *Wolfe,* 99 Tenn. 429. A requirement of a public service corporation substantially like that in the principal case is unreasonable, unjust, and illegal, since water, gas, etc., are necessities and must generally be obtained from one corporation, and to compel one man to pay another's debt in order to obtain these necessities seems unreasonable and unjust. *Turner* v. *Revere Water Co.,* 171 Mass. 329; *Dayton* v. *Quigley,* 29 N. J. Eq. 77; *New Orleans Gas Light Co.* v. *Paulding,* 12 Robinson (La.), 378. Such regulations, however, will be upheld if there is a statute of the state making the back water rents a lien on the lands. Cutting off the supply of water for domestic purposes constitutes a damage of a grievous nature that would fall under irreparable damage. *Hayward* v. *Water Works Co.,* L. R. 28 Ch. Div. 138. Injunction is the proper remedy to protect the complainant where a cutting off of the water supply is threatened. *Dayton* v. *Quigley,* 29 N. J. Eq. 77; *Cromwell* v. *Stephens,* 2 Daly (N. Y.), 15; *Coe* v. *New Jersey Midland Ry. Co.,* 30 N. J. Eq. 440; *Young* v. *Boston,* 104 Mass. 95. In the principal case there is a reason for granting the injunction which is not present in the above authorities—i. e., one of the complainants is the lessee of the property and the lease would have expired before he could have obtained any other relief than by injunction, hence any other relief would for that reason have been inadequate as to him.